1 State of New Hampshire Banking Department In re the Matter of:) Case No.: 07-271 2 State of New Hampshire Banking) Consent Order 3 4 Department, 5 Petitioner, 6 and 7 Arrowhead Mortgage, LLC and David L. 8 Church, 9 Respondents 10 11 CONSENT ORDER 12 For purposes of settling the above-referenced matter, among other things, the New Hampshire Banking Department (hereinafter referred to 13 as "the Department") and Respondents Arrowhead Mortgage, LLC and David 14 L. Church (hereinafter referred to as "Respondents"), do hereby enter this Agreement and stipulate to the following: 15 1. Respondent Arrowhead Mortgage, LLC (licensee) was licensed to 16 conduct mortgage brokering in New Hampshire by the Department 17 during the period referenced in the Staff Petition of February 18 15, 2008. 2. Respondent David L. Church (Church) is or was a principal of 19 Respondent licensee at that time. 20 3. The Department and Respondents agree that Respondent licensee was 2.1 subject to examination and the jurisdiction of the Bank 22 Commissioner as a result of the foregoing. 23 4. The Respondents admit their prior failure to complete 24 examination in a timely manner. The Department acknowledges that

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subsequent to the Order to Show Cause the Respondents participated fully in the examination process.

- 5. The licensee surrendered their license in October of 2007.
- II. For purposes of amicably resolving and closing the above-referenced matters the Respondents agree to the following terms and conditions and the Department accepts the same:
 - 1. The Respondents agree that they have voluntarily entered into this Agreement without reliance upon any discussions between the Department and Respondents, without promise of a benefit of any kind (other than concessions contained in this Agreement), and without threats, force, intimidation, or coercion of any kind. The Respondents further acknowledge their understanding of the nature of the offenses stated above, including the penalties provided by law.
 - The Respondents agree to waive any and all rights to a hearing and appeal thereof.
 - 3. The Respondents agree that they will not deny the factual basis for this Agreement to which they have stipulated above and will not give conflicting statements about such facts or their involvement in the stipulated facts.
 - 4. The Respondents agree that all terms of this Agreement are contractual and none is a mere recital.
 - 5. The Respondents agree they are subject to an administrative penalty of at least \$2,500.00 each as a result of their admitted violations of the Chapter and a statutory penalty of \$12,000.00.
 - 6. The Department agrees to suspend the statutory penalty and \$2,500.00 of the combined administrative penalty upon receipt of Respondents compliance with its further agreements herein.
 - 7. Respondents will timely pay the examination bill.
 - 8. Respondents will pay the remaining \$2,500.00 administrative penalty contemporaneously with this agreement.
 - 9. Respondents will remain in compliance with all Chapters subject to the Department's jurisdiction for a period of two years.
 - 10. The Respondents acknowledge that failure to make payment as agreed above may result in further administrative fines, retroactive revocation of the license and possible criminal liability.

This Agreement represents the complete and final resolution of, and discharge of any basis for any civil or administrative proceeding by the Department against the Respondents for violations arising as a result of or in connection with any actions or omissions by the Respondents through the date of this Order as it applies to the allegations in this action; provided, however, this release does not apply to facts not known by the Department or not otherwise provided by the Respondents to the Department as of the date of this Order nor to actions for Restitution under RSA 383:10-d, or any possible actions related to the examination just completed. The Department expressly reserves its right to pursue any administrative or civil action or remedy available to it should the Respondents breach this Agreement or in the future violate the Act or rules and orders promulgated thereunder.

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1	WHEREFORE, based on the foregoing, we have set our hands to this Agreement,
2	with it taking effect upon the signature of Peter C. Hildreth, Bank Commissioner.
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4	Recommended this 19 th day of June, 2008 by
5	/S/
6	James Shepard, Staff Attorney, Banking Department
7	Executed this 19 th day of, 2008.
8	/S David Church/
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10	, as representative for Respondents.
11	SO ORDERED,
12	Entered this14 th day ofJuly, 2008.
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14	/S/ Peter C. Hildreth,
15	Bank Commissioner
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